

STATE OF WASHINGTON

AGENCY: \_\_\_\_\_

DELEGATED STATE RENTAL AGREEMENT

Effective 1/9/03, 8/18/2003

1. This RENTAL AGREEMENT is made and entered into between \_\_\_\_\_ whose address is \_\_\_\_\_ for its heirs, executors, administrators, successors, and assigns, hereinafter called the Landlord, and the State of Washington, \_\_\_\_\_, hereinafter called the Tenant, acting under a delegation of authority from the Department of General Administration, in accordance with RCW 43.82.010.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

2. The Landlord hereby rents to the Tenant the following described premises:

**Tax Parcel Number:**

**Common Street Address:**

Approximately \_\_\_\_\_ square feet of (office/warehouse/\_\_\_\_\_) space located at \_\_\_\_\_.

**USE**

3. The premises shall be used by the \_\_\_\_\_ and/or other state agencies for the following purpose(s): \_\_\_\_\_.

**TERM**

4. This Rental Agreement, which **CANNOT EXCEED ONE YEAR**, shall be effective from \_\_\_\_\_ through \_\_\_\_\_.

**RENTAL RATE**

5. The Tenant shall pay rent to the Landlord for the premises at the following rate:

\_\_\_\_\_ \$ \_\_\_\_\_ per month

Payment shall be made at the end of each month upon submission of properly executed vouchers.

## **EXPENSES**

6. During the term of this Rental Agreement, Landlord shall pay all real estate taxes, all property assessments, insurance, storm water, water, sewer, garbage collection, and maintenance and repair as described below, together with natural gas, electricity, elevator service, exterior and interior window washing (note: delete this if it is being handled by Landlord through Exhibit "J"), landscape and irrigation water, and janitor service. Janitor service includes exterior and interior window washing, restroom supplies, and light bulb replacement, as set forth in Exhibit "J" which is attached hereto incorporated herein by reference.

*If it is unserviced - delete those expenses for which the Landlord will not make payment and designate them in 6A.*

6A. Tenant shall pay for only \_\_\_\_\_.

## **MAINTENANCE AND REPAIR**

7. The Landlord shall maintain the premises in good repair and tenantable condition during the continuance of this Rental Agreement, except in case of damage arising from the act or the negligence of the tenant's clients, agents or employees. For the purposes of maintenance and repair, the Landlord reserves the right at reasonable times to enter and inspect the premises and to do any necessary maintenance and repairs to the building. Landlord's maintenance and repair obligations under Paragraph 6 shall include, but not be limited to, the mechanical, electrical, interior lighting (including replacement of ballasts, starters and fluorescent tubes as required), plumbing, heating, ventilating and air-conditioning systems (including replacement of filters as recommended in equipment service manual); floor coverings; window coverings; elevators; inside and outside walls (including windows and entrance and exit doors); all structural portions of the building (including the roof and the watertight integrity of same); porches, stairways; sidewalks; exterior lighting; parking lot (including snow removal, cleaning and restriping as required); wheel bumpers; drainage; landscaping and continuous satisfaction of all governmental requirements generally applicable to similar office buildings in the area (example: fire, building, energy codes, indoor air quality and requirements to provide an architecturally barrier-free premises for people with disabilities, etc.).

## **TERMINATION**

8. This Rental Agreement may be terminated by either party giving written notice not less than thirty (30) days prior to the effective date of termination.

## **ASSIGNMENT/SUBLEASE**

9. The Tenant may assign this Rental Agreement or sublet the premises with the prior written consent of the Landlord, which consent shall not be unreasonably withheld. Tenant shall not permit the use of the premises by anyone other than the Tenant, such assignee or sublessee, and the employees, agents and servants of the Tenant, assignee, or sublessee.

## **FIXTURES**

10. The Tenant shall have the right during the existence of this Rental Agreement with the written permission of the Landlord (such permission shall not be unreasonably withheld), to make alterations, attach fixtures, and erect additions, structures or signs, in or upon the premises hereby rented. Performance of any of the rights authorized above shall be conducted in compliance with all applicable governmental regulations, building codes, including obtaining any necessary permits. Any fixtures,

additions, or structures so placed in or upon or attached to the said premises shall be and remain the property of the Tenant and may be removed therefrom by the Tenant upon the termination of this Rental Agreement. Any damage caused by the removal of any of the above items shall be repaired by the Tenant.

### **PREVAILING WAGE**

11. Landlord agrees to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this Agreement when required by state law to do so, and to comply with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of prevailing wage rates for the locality or localities where this Rental Agreement will be performed as determined by the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this Rental Agreement as though fully set forth herein.

### **PAYMENT**

12. Any and all payments provided for herein when made to the Landlord by the Tenant shall release the Tenant from any obligation therefore to any other party or assignee.

### **COMPLIANCE WITH STATE/FEDERAL LAWS**

13. Landlord is responsible for complying with all applicable provisions of the Americans With Disabilities Act of 1990 (42 U.S.C. 12101- 12213) and the Washington State Law Against Discrimination, Chapter 49.60 RCW, as well as the regulations adopted thereunder, with respect to the Leased Premises.

### **DISASTER**

14. In the event the rented premises are destroyed or injured by fire, earthquake or other casualty so as to render the premises unfit for occupancy, and the Landlord neglects and/or refuses to restore said premises to their former condition, then the Tenant may terminate this Rental Agreement and shall be reimbursed for any unearned rent that has been paid. In the event said premises are partially destroyed by any of the aforesaid means, the rent herein agreed to be paid shall be abated from the time of occurrence of such destruction or injury until the premises are again restored to their former condition, and any rent paid by the Tenant during the period of abatement shall be credited upon the next installment(s) of rent to be paid. It is understood that the terms "abated" and "abatement" mean a pro rata reduction of area unsuitable for occupancy due to casualty loss in relation to the total rented area.

### **NO GUARANTEES**

15. It is understood that no guarantees, express or implied, representations, promises or statements have been made by the Tenant unless endorsed herein in writing and it is further understood that the Tenant, a State agency, is acting in compliance with a delegated authority from the Department of General Administration in accordance with RCW 43.82.010. Any amendment or modification of this Agreement must be in writing and signed by both parties.

### **HAZARDOUS SUBSTANCES**

16. Landlord warrants that no hazardous substance, toxic waste, or other toxic substance has been produced, disposed of, or is or has been kept on the premises hereby rented which if found on the

property would subject the owner or user to any damages, penalty, or liability under an applicable local, state or federal law or regulation. Landlord shall indemnify and hold harmless the Tenant with respect to any and all damages, costs, attorney fees, and penalties arising from the presence of such substances on the premises, except for such substances as may be placed on the premises by the Tenant.

## **BINDING AUTHORITY**

17. It is further understood that this Rental Agreement shall not be binding upon the State of Washington, \_\_\_\_\_, unless signed by the Tenant's Director, Commissioner, or his/her designee.

## **DATE COMPLIANCE**

18. All building systems controls which are time or date sensitive shall operate correctly with dates in the 20<sup>th</sup> or 21<sup>st</sup> century, so that the functions, calculations, and other computing processes of the systems controls perform in a consistent manner regardless of the date in time on which the systems controls are actually performed and regardless of the Date Data input to the systems controls, whether before, during or after the year 2000, and whether or not the Date Data is affected by leap years.

“Date Data” means any data, formula, algorithm, process, input or output which includes, calculates, or represents a date, a reference to a date, or a representation of a date; including, but not limited to the following:

- a) No value for current date will cause any interruption in operation. Current date means today's date as known to the equipment or product.
- b) Date-based functionality will behave consistently for dates prior to, during, and after year 2000.
- c) In all interfaces and data storage, the century in any date will be specified either explicitly or by unambiguous algorithms or a suitable interface rule.

## **CAPTIONS**

19. The captions and paragraph headings hereof are inserted for convenience purposes only and shall not be deemed to limit or expand the meaning of any paragraph.

## **NOTICES**

20. Wherever in this Rental Agreement written notices are to be given or made, they will be sent by certified mail to the address listed below unless a different address shall be designated in writing and delivered to the other party.

LANDLORD:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TENANT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AND:

Department of General Administration

Division of State Services  
General Administration Bldg.  
Post Office Box 41015  
Olympia, Washington 98504-1015

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names.

LANDLORD:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

TENANT:

State of Washington, (Agency name)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: APPROVAL ON FILE  
**Assistant Attorney General**

Date: 11/25/02